

This Indenture
SHAW & BLAKE LTD LONDON

made the 14th day of
October One thousand nine
hundred and two. Between
William Henry Russell

Tottenham in the County of Middlesex a Member of Parliament and Justice of
 the Peace Saluck Bernard Malone of said Tottenham aforesaid a Member of Parliament and Justice of the Peace Edw. William
Clark of Tottenham aforesaid John Tottenham the Founder and Alfred William
Perun of Tottenham aforesaid John Morgan (hereinafter
 collectively called "the Tottenham War Service Recognition Committee") of the
 one part and Oliver Rudolph Broadway of Tottenham aforesaid the
 said Robert William Clark, Harold Seymour Couchman of
 Tottenham aforesaid Morley Stenger of Tottenham aforesaid the said
Saluck Bernard Malone Alfred William Perun and William
Henry Percell Charles and Roberts of Tottenham aforesaid and
Stanley Hollings of Tottenham aforesaid (hereinafter collectively called
 the Trustees) of the other part Whereas by an Indenture dated the second
 day of March One Thousand nine hundred and nineteen and made between
George Seymour Carter of the one part and the Tottenham War Service
 Recognition Committee of the other part in consideration of the sum of
 three thousand three hundred pounds expressed to be paid by the Tottenham
 War Service Recognition Committee out of moneys belonging to their said
 joint account to the said George Seymour Carter the messuages and premises
 hereby conveyed were conveyed (subject to the restrictions hereinafter mentioned) to
 the Trustees in fee simple And whereas the said sum of Three thousand
 three hundred pounds was provided out of moneys primarily subscribed by
 the inhabitants of Tottenham and others with the object of enabling
 personal to compensate the sacrifices made and the services rendered by
 the men of Tottenham in the late War and the Tottenham War Service
 Recognition Committee have been duly authorized to declare the Trusts
 hereinafter declared of and concerning the same Now this Indenture
witnesseth and it is hereby agreed and declared as follows
 That in to say

1. The Tottenham Star carries recognition certificates in Tottenham being
conveyed to the branch TH These two messages and previous known
as No 399 and 401. High Road Tottenham appeared as the same and
set out and described the extract from the Ordinance Map enclosed to
the Home for United Protection of Emigrants and their coloured friends
and gave To hold the same but as to the first coloured given subject to
a restriction against making any building there or suffering any trees or
shrubs there to grow above six feet high which restriction was placed
there and on the adjoining premises known as No 397. High Road Tottenham

apportioned (which at the date of the said conveyance belonged to the said George Seymour Curtis in fee simple) when the same were enclosed on the twenty second day of September One thousand eight hundred and twenty three and with the benefit of the covenant by the said George Seymour Curtis that he would not nor would his successors in title take any proceedings against the Tottenham War Service Recognition Committee or their successors in title or any of them to restrain any breach or non observance of the restriction aforesaid or to recover damages for any such breach or non observance contained in the said Indenture of conveyance and subject to the covenant by the Tottenham War Service Recognition Committee that they would not nor would their successors in title take any proceedings against the said George Seymour Curtis or his successors in title or any of them to restrain any breach or non observance of the restriction aforesaid or to recover damages for any such breach or non observance contained in the said Indenture And to the use of the Trustees in fee simple upon the trusts and with and subject to the powers and provisions hereinafter declared and contained of and concerning the same.

The Trustees or the survivor or survivors of them or the executors or administrators of such survivor or others the Trustees for the time being of those premises (all of whom are hereinafter included in the expression "the Trustees") shall stand possessed of the said premises hereby conveyed upon trust that the Trustees shall permit the same or any part thereof to be used as an Institute providing for the use of its members the ^{view} of social intercourse mutual happiness mental and moral improvement rational recreation and the other advantages of a club and so that (but without prejudice to the generality of the foregoing trust) the same shall be primarily for the use and benefit of men who served in His Majesty's Army Navy or Air Force during the late War and for further advancing that comradely spirit of unity of which they were serving their Country & shall permit the said premises or any part thereof to be used for such other purposes of a charitable nature as the Trustees may from time to time in their absolute and uncontrolled discretion think fit & shall at any time or times with the consent of the Charity Commissioners for England and Wales or any other consent authority or approval for the time being required by law use the said premises or any part thereof and stand possessed of the net monies thereby produced upon trust to apply the same either alone or in conjunction with any other monies or property which may be received or given for this purpose in or towards establishing in lieu of or in addition to the premises sold some other memorial to commemorate the sacrifice made and service rendered by the men of Tottenham in the late War and whether of the same or a similar or different nature of kind and whether of an outward and visible form or otherwise and whether permanent or luminous provided always that such Memorial shall be of a charitable nature or kind.

Subject to any consent authority or approval required by law it shall be lawful for the Trustees to do all or any of the following acts or things

10. It devise or let the said premises hereby conveyed or any other lands
tenements or hereditaments for the term being subject to the trusts of this
deed of all of which are hereinafter included in the expression 'the
trust hereditaments' for such periods and at such times and on such terms and
conditions and in such manner as the Trustees may think fit and in particular
but without prejudice to the generality of this power to lease the said
premises hereby conveyed for a term of years not exceeding at a rent of
ten pounds per annum to the Tottenham Star Charitable Institute limited
or any other body which has been registered under the Industrial and Provident
Societies Act 1896 with the object of carrying on the business of club
and by providing for the use of its members the means of social
intercourse mutual helpfulness mental and moral improvement rational
recreation and the other advantages of a club and also of further
advancing that comradeship which sprang up whilst serving their
country and to make allowances to and arrangements with tenants
and others and to accept surrenders of lease and tenancies.

11. It sell or exchange the trust hereditaments or any part thereof.

12. It spend or pay or otherwise pay down deposit and subscribe or
building structure or thing for the time being included in the trust
hereditaments and to build and construct and make any building
or work upon or in or under any lands for the time being included
in the trust hereditaments and generally to manage and deal with the
trust hereditaments with all the powers in that behalf of lawful force.

13. It purchase take or exchange or on lease or hire or otherwise acquire
any real or personal property or any estate or interest therein or any
advantage right or privilege now or in respect of the same.

14. It invest any moneys for the time being subject to the trusts of this
deed in whatever in the nature of capital or income (whether in funds or
otherwise) referred to by the expression 'the trust moneys' and not
immediately required for any of the purposes of these presents or any of
the modes of investment authorized by law for the investment of trust funds
with power from time to time to alter or change any such investments
with or without others of a like nature.

15. It employ and pay servants clerks stewards and agents of any kind
It subscribe and make donations for charitable and benevolent objects
or any institution or societies and organizations designed to assist persons
who have served in the late War and to render financial aid or assistance
to any such persons by way of loan gift or otherwise as the Trustees
may think fit.

16. At any time or times if the Trustees think fit (but without being under
any obligation to do so) to convene any meeting of the subscribers of
the said sum of Three thousand three hundred pounds or of any

to do do it concur with any other person, or refrain in doing any other act or thing whatsoever except the United manner, then and uncontrolled decision, that concur to the attainment of any of the purposes and objects for and with which this Trust has been constituted, is what may appear to them fairly and reasonably to come within its purposes, whether or falling within the letter or the spirit of these presents.

vi A minute book and book of account shall be provided and kept by the Trustees and proper entries shall be made in such minute book of all business transacted at every meeting of the Trustees and in such book of account of all moneys paid and received by the Trustees.

vii Subject as aforesaid the Trustees shall have full power from time to time to make other and various regulations for the conduct of their business as they may think proper.

viii The Trustees may delegate any of their powers or duties to any committee consisting of not more than three Trustees as they may appoint or that they will justly have to accept or ratify the co-optation or addition of any other person or persons.

ix Any of the Trustees hereinafter named or hereafter appointed who shall at any time have failed to reside in the Borough of Witham for a continuous period of one year shall cease to be a Trustee of the said Trust and therefore shall if and when required by the Trustees execute and do all such deeds and things as may be necessary or proper for the purposes of selling and transferring the trust hereditaments and the trust money and any investments or property for the time being representing the same or to settle the same in the names of the Trustees or as they shall direct.

x If and whenever the number of the Trustees shall be reduced below the number of five the continuing Trustees not including any retiring Trustee or a Trustee who shall have ceased to be such by reason of his or her not having resided for a period of one year in the Borough of Witham as aforesaid shall appoint and nominate if two Trustees as shall be required to make up the full number of five Trustees to be. Any two Trustees so appointed shall continue in the same Borough.

xi After any such appointment of new Trustees it shall not be necessary to vest the trust hereditaments in the continuing and the new Trustees and until the number of the Trustees in whom the same shall for the time being be vested shall have become reduced below the number of three in which case the same shall upon such appointment be vested in all the Trustees as well new as continuing.

Upon any sale exchange mortgage charge lease or the disposal of or dealing with the trust hereditaments or the trust money or any hereditaments or property for the time being representing the same or any part or parts thereof or if directly or indirectly any of the trust money or other or disbursements being expended or expended in the purchase or mortgage lease or other sale or disposition of any part of the trust shall be concerned to require whether the trust for the purpose of the said purposes or otherwise of what and

sale exchange mortgage charge lease or other disposition or dealing is being made has arisen or is receivable or whether the Trustees proposing to execute or exercise the same have been properly appointed and are the Trustees or whether there has been a proper resolution passed at a meeting of the Trustees properly summoned and held in accordance with the provisions of these powers, and after authorising or sanctioning such sale or any mortgage charge lease or other disposition or dealing or be authorised to do so the application of any money paid to the Trustees or for the execution of any such sale mortgage charge lease or other disposition or dealing.

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered
by the above named William
Henry Russell in the presence of

R. W. Brought
654 Salisbury House
London E.C. 2
Secretary to Company

William Henry Russell

T. B. Malone

Robert H. Clark

Signed sealed and delivered
by the above named Robert
Harold Malone in the presence of

Walter Swindson
Solicitor
Lutterham N.

Alfred W. T. ...

Signed sealed and delivered
by the above named Robert
Harold Malone in the presence of

J. B. Phillips
85 Mt. Pleasant Road
Birmingham N. 16.

Signed sealed and delivered
by the above named Alfred Swindson
in the presence of

Ed. H. C. Coombes
624 High Road
Lutterham N. 16
Printer

Enrolled in the Central Office of the Supreme
Court of Judicature the sixteenth day of
March in the year of Our Lord 1922
Pursuant to the Act of Parliament 51 and 52
The C. 42 51 & 52
Part 40



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The Tottenham War
Service Recognition Committee

to
Trustee on behalf of the
Tottenham War Service
Institute

Deed of Trust
relating
to the Tottenham War Memorial

RECEIVED
20 JAN 1923
CITY OF LONDON

Witnessed by
Tottenham

B.

This is the Trust deed made by B.
referred to in the affidavit of Walter
Edmund Wainwright sworn this 15th
day of March 1923
Before me

A Commissioner for oaths.